
Interim Video Competition Agreement

Between

City of Parma, Ohio

and

AT&T Ohio

Effective Date: September __, 2007

INTERIM AGREEMENT

This ***INTERIM AGREEMENT***, effective as of the ____ day of September 2007 (the "Effective Date"), is made by and between the **City of Parma, Ohio** ("City") and **The Ohio Bell Telephone Company**, an Ohio corporation that uses the name **AT&T Ohio** ("Company").

RECITALS

A. The Company is authorized to construct, operate, maintain, repair and upgrade facilities and equipment in the Streets that enable it to provide telecommunications services and other services, and the Company is authorized to provide those services. Pursuant to this existing authorization, the Company asserts that it is also authorized to construct, operate, maintain, repair and upgrade new and existing facilities that enable it to provide an integrated Internet Protocol ("IP") platform of voice, video and data services (the video component of which is switched, two-way, point-to-point and interactive, and is referred to herein as the "IP Video Service"), and that it is authorized to provide those services; and

B. On June 25, 2007, Governor Strickland signed Amended Substitute Senate Bill Number 117 ("S.B. 117"), which creates a framework by which wireline video service providers can obtain a state-issued authorization to provide video services within Ohio. The new law becomes effective 90 days after it is signed by the governor and filed with the secretary of state. The secretary of state has set the effective date for S.B. 117 to be September 24, 2007; and

C. It is in the City's best interest to enter into this Interim Agreement so that the Company and the City can begin working cooperatively to achieve the full benefits that competition and the availability of advanced services can bring to the community; and

D. Both parties agree that the Company's investment in the construction, operation, and upgrade of new and existing facilities permitting the provision of the IP Video Service should not be delayed by the ninety-day effective date period; and

E. The Company recognizes the right of the City in accordance with Ohio law to impose reasonable conditions regarding the construction, operation, and maintenance of the Company's facilities in the City's public rights-of-way.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

INTERIM GRANT OF AUTHORITY AND TERMS

1. Authorization. The City authorizes the Company to provide IP Video Service within the City under the relevant terms and conditions set forth in S.B. 117, as signed by Governor Strickland on June 25, 2007 (Attachment A). The parties will operate under those terms and the terms and provisions of this Interim Agreement until the Company obtains state-issued authorization to provide video service within the City, at which point this Interim Agreement will terminate.

2. Video Service Provider Fee. The Company shall pay the City a video service provider fee in the amount of three percent (3 %) of its gross revenue, as defined and calculated under Section 1332.32 of S.B. 117. Gross revenue will include advertising revenue as defined by Section 1332(B)(2)(g). This definition of gross revenues will be effective upon execution and will last for the duration of this Interim Agreement.

3. Cabinet enclosures.

(a) In initially constructing or upgrading its Facilities in the Streets, the Company shall use the smallest equipment enclosures and power pedestals then in use by, or approved for use by, the Company for the application suitable for the characteristics of the particular location.

(b) The Company shall submit a permit request for each cabinet to be installed in the Streets in connection with the construction, installation or upgrade of the Facilities. If the location of a specific permit request by the Company raises a reasonable public health, safety, and welfare concern, the City and the Company agree to work together to identify alternative locations, if available, that satisfy any technical specifications or limitations of the Facilities or equipment to be placed in the Streets and that are acceptable to the City. In furtherance of the foregoing and upon request by the City, the Company shall meet with the City and will make a map available for review, which shall be updated as necessary, disclosing the location selected for each such cabinet. In addition, the Company and the City shall work together to ensure that equipment installed or upgraded in connection with the Company's upgrade of Facilities is appropriately landscaped and/or screened.

4. ~~Reimbursement of City Expenses. Within fifteen (15) days of the Effective Date of this Interim Agreement, the Company shall make a payment of Five Thousand Dollars (\$5,000.00) as partial reimbursement of expenses incurred by the City in attempting to negotiate a Video Competition Agreement with the Company prior to the introduction of S.B. 117.~~ 5. Pending Permit Applications. Within twenty-one (21) days of the Effective Date of this Interim Agreement, the City shall ~~take action upon~~approve all ~~permit~~pending permits requests that were filed by the Company prior to August ~~1, 14~~, 2007, subject to Section 3 of this Interim Agreement and applicable City ordinances, rules, policies and regulations, and which do not create an unreasonable health, safety or welfare concern.

~~6.~~5. Definitions.

“Facilities” means the Company’s existing and new facilities to be installed within the Streets that will be constructed, operated, maintained, repaired and upgraded to provide an integrated switched, point-to-point, interactive IP platform of voice, video and data services, including IP Video Service, and other services.

“Streets” means the surface of, and the space above and below, any and all alleys, streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds and public places or waters within and belonging to the City and any other property within the City to the extent to which there exist public easements or public rights-of-way.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the party of the first part, Mayor Dean DePiero, thereunto duly authorized by the City Council of said City, has caused the corporate name of said City to be hereunto signed and the corporate seal of said City to be hereunto affixed and the Company, the party of the second part, by its officers thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

City of Parma, Ohio

By _____
Name: Dean DePiero
Title: Mayor

(Seal)

Attest:

The Ohio Bell Telephone Company

By _____
Name: Connie Browning
Title: President, AT&T Ohio

(Seal)

Attest:
